

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: December 21, 2005

Division: County Administrator

Bulk Item: Yes x No     

Department: County Administrator

Staff Contact Person: Connie Cyr

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**AGENDA ITEM WORDING:** Approval of a Lease Agreement between Monroe County and Claude Haloiva, the Verizon Building for temporary housing for those affected by Hurricane Wilma.

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**ITEM BACKGROUND:** After Hurricane Wilma there became a need for temporary housing and shelter for those in the Middle Keys area who had lost their homes or had severe damage to their homes as a result of Hurricane Wilma.

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**PREVIOUS RELEVANT BOCC ACTION:**

N/A

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**CONTRACT/AGREEMENT CHANGES:**

N/A

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**STAFF RECOMMENDATIONS:**

Approve

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**TOTAL COST:** 2500 sq. ft. @ \$2.50 per sq. ft.

**BUDGETED:** Yes      No X

**COST TO COUNTY:**                     

**SOURCE OF FUNDS:**                     

**REVENUE PRODUCING:** Yes      No x **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty      OMB/Purchasing      Risk Management     

**DIVISION DIRECTOR APPROVAL:**

Thomas J Willi  
(Thomas J. Willi)

**DOCUMENTATION:** Included x Not Required     

**DISPOSITION:**                                     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Claude Haliova Contract #                       
 Effective Date: 11/8/05  
 Expiration Date: 12/06/05

Contract Purpose/Description:  
 Temporary shelter for those effected by Hurricane Wilma in the Middle Keys, *→ After being told by Florida Dept of Health we needed to evacuate Marathon Manor due to severe need.*

Contract Manager: Connie Cyr 4443 County Administrator/Stop #1  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 12/21/05 Agenda Deadline: 12/6/05

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 6,250.00 Current Year Portion: \$                       
 Budgeted? Yes ☐ No ☒ Account Codes: 1250459105- 530440  
 Grant: \$                       
 County Match: \$                     

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$           /yr For:                       
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>          </u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>                    </u>	<u>          </u>
Risk Management	<u>12-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Shanks</u>	<u>12-6-05</u>
O.M.B./Purchasing	<u>12/8/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Salvatore</u>	<u>12/8/05</u>
County Attorney	<u>12-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hunk</u>	<u>12/8/05</u>

Comments: where is the agreement with Red Cross to operate the shelter in Marathon?

## LEASE AGREEMENT

State of Florida  
County of Monroe

This Lease Agreement entered into this 8th day of November 2005, between CLAUDE HALIOVA, party of the first part, hereinafter called the Lessor, and the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, party of the second part, hereinafter called the Lessee.

### WITNESSETH:

That the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the Lessee, has demised and leased to the Lessee, for the term and under the conditions hereinafter set out, those certain premises in Marathon, County of Monroe, Florida, described as follows:

#### I. LEASE LOCATION:

11287 Overseas Highway, Marathon, Florida, which shall constitute an aggregate area of 2500 square feet of net rentable space, at the rate of Two Dollars and Fifty Cents (\$2.50) per square foot per month as further described in (exhibit A), attached hereto and incorporated as part of this lease document.

#### II. RENTALS:

Rent shall be due and payable on or before the last day of each month, in arrears.

The rental shall be paid to the Lessor and mailed to Mr. Claude Haliova, 7435 Overseas Highway, Marathon, Florida 33050.

#### III. TERM:

To have and to hold the above-described premises on a month to month basis as a temporary shelter not to exceed Sixty Days (60 days) from the first day of occupancy. The Lessor and the Lessee agree to renegotiate the terms and enter into another lease if at the expiration on this lease no alternative shelter can be located.

#### IV. AIR CONDITIONING:

The Lessee shall maintain air conditioning equipment in satisfactory operating condition at all times for the leased premises during the term of the Lease at the expense of the Lessee.

V. MAINTENANCE AND REPAIRS:

- (1) The Lessee shall, during the term of this Lease, keep the interior and exterior of the demised premises in as good a state of repair as it is at the time of the commencement of this Lease, reasonable wear and tear and unavoidable casualties excepted.
- (2) The Lessor shall maintain and keep in repair the exterior of the demised premises during the term of this Lease, and shall be responsible for the replacement of all windows broken or damaged in the demised premises, except such breakage or damage caused to the exterior of the demised premises by the Lessee, its officers, agents, or employees.
- (3) The Lessor shall maintain the exterior of the demised premises so as to conform to all applicable health and safety laws, ordinances, and codes which are presently in effect and which may subsequently be enacted during the term of this Lease.
- (4) The Lessor shall provide appropriate entranceways to the structure to accommodate space allocation for government entities occupying the space, inclusive of ingress and egress, at the expense of the Lessor.

VI. UTILITIES:

The Lessee will promptly pay water, gas, and electric rates or charges which may become payable during the term of this Lease for water, gas, and electricity used by the Lessee on the premises.

VII. ALTERATIONS:

The Lessee shall have the right to make any minor alterations to the demised premises during the term of this Lease.

VIII. INJURY OR DAMAGE TO PROPERTY ON PREMISES:

All property of any kind that may be on the premises during the continuance of this Lease shall be at the sole risk of the Lessee, and except for any negligence of the Lessor, the Lessor shall not be liable to the Lessee or any other person for any injury, loss, or damage to property or to any person on the premises.

IX. EXPIRATION OF TERM:

At the expiration of the term, the Lessee will peaceably yield up to the Lessor the demised premises in good and tenantable repair. It is understood and agreed between the parties that the Lessee and/or the American Red Cross shall have the right to remove from the premises all personal property of the Lessee and/or the American Red Cross and all fixtures, machinery, equipment, appurtenances, and appliances placed or installed on the premises by it. The Lessee shall restore the premises to as good a state of repair as they were prior to the removal.

X. WAIVER OF DEFAULTS:

The waiver by the Lessor of any breach of this Lease by the Lessee shall not be construed as a waiver of any subsequent breach of any duty or covenant imposed by this Lease.

**XII. RIGHT OF LESSOR TO INSPECT:**

The Lessor, at all reasonable times during regular business hours, may enter into and upon the demised premises for the purpose of viewing the same and for the purpose of making any such repairs as they are required to make under the terms of this Lease.

**XII. AVAILABILITY OF FUNDS:**

The obligations of the Lessee under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes, by the Monroe County Board of County Commissioners.

**XIII. USE OF PREMISES:**

The Lessor and the Lessee acknowledge that the demised premises are to be used as a temporary shelter for residents and other persons effected by the recent hurricane. Both Parties understand and acknowledge that the American Red Cross will manage the premises as a Shelter.

**XIV. NOTICES:**

All notices required to be served upon the Lessor shall be served by certified mail, return receipt requested, to Mr. Claude Haliova, at 7435 Overseas Highway, Marathon, Florida 33050, and all notices required to be served upon the Lessee shall be served by certified mail, return receipt requested, at the Office of the County Administrator, 1100 Simonton Street, Key West, Florida, 33040.

**XV. LEASE TERMINATION:**

This lease may be terminated upon 14 days notice by either party to the other pursuant to the notice requirements set forth in this lease.

**XVI. ETHICS CLAUSE:**

Lessor warrants that it has not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of ordinance No. 020-1990. For breach or violation of this provision the lessee may, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

**XVII. AMERICAN WITH DISABILITIES ACT:**

The lessor herein expressly agrees to maintain the subject premises in full compliance with the American Disabilities Act.

XVIII. DEFINITION OF TERMS:

- (1) The terms "lease", "lease agreement", or "agreement" shall be inclusive of each other and shall also include any renewals, extensions or modifications of this Lease.
- (2) The term "Lessor" and "Lessee" shall refer to the parties hereto.
- (3) The singular shall include the plural and the plural shall include the singular whenever the context so requires or permits.

XIX. ADDITIONAL CONDITIONS:


No additional covenants or conditions form a part of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

ORIGINAL SIGNATURES REQUIRED ON ALL COPIES.

Signed, Sealed and Delivered  
in the presence of

  
\_\_\_\_\_  
Witnesses

  
\_\_\_\_\_  
Witness

LESSOR:

By:   
\_\_\_\_\_

Title: owner

BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Clerk

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
\_\_\_\_\_  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 12/06/05

FRONT

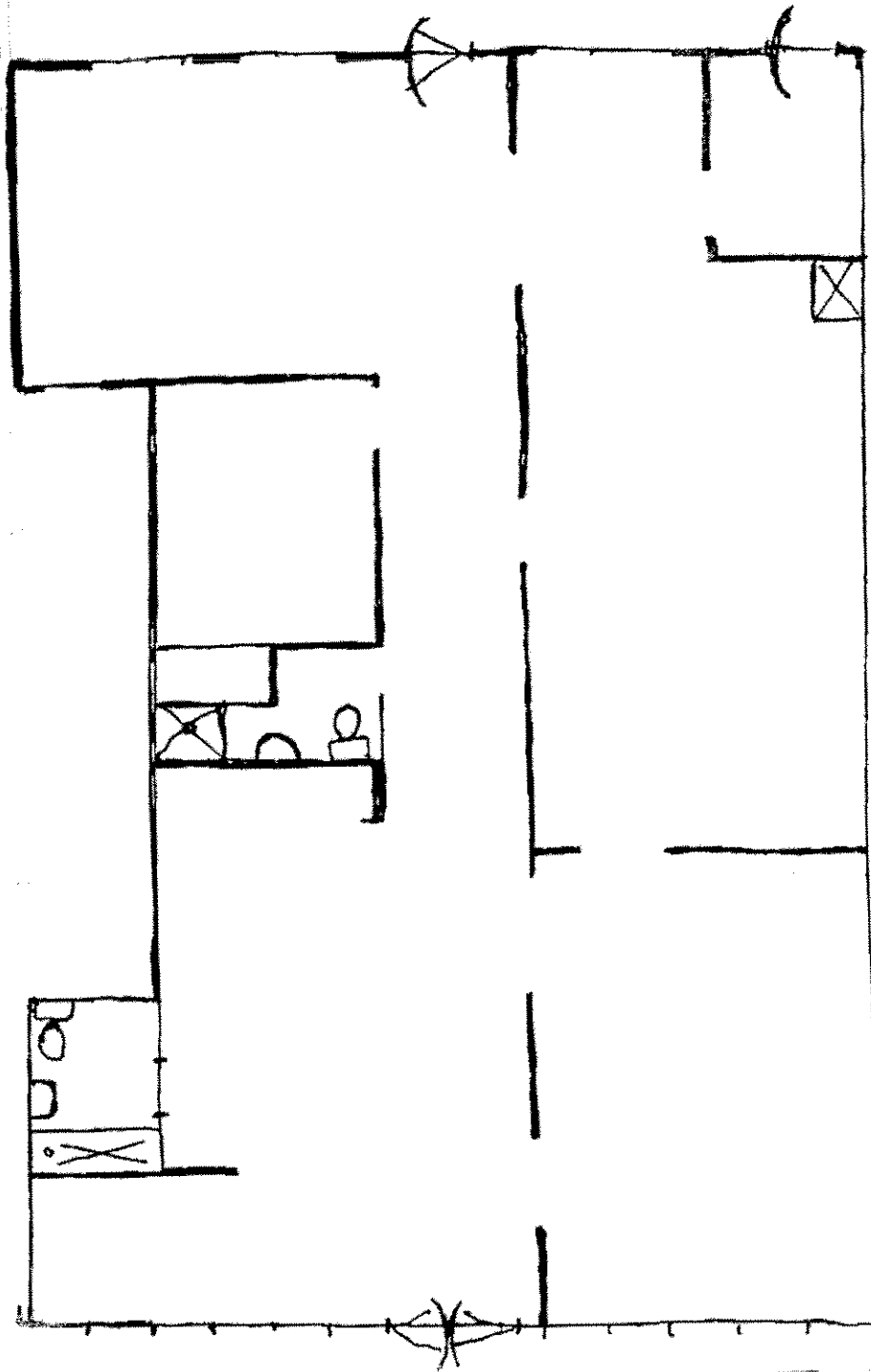


Exhibit A